



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR QUALIFICATIONS**

**FOR
TITLE SEARCH AND INSURANCE SERVICES**

APRIL 10, 2013

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SECTION I -- INTRODUCTION

Enclosed is a Request for Qualifications (“RFQ”) by the New Jersey Turnpike Authority (the “Authority”) for and title insurance companies/agents to provide Title Search and Insurance and related services to the Authority as set forth in Section III of this RFQ (the “Services”).

The Authority is a public agency whose mission is dedicated to the safe and efficient movement of people and goods over two (2) of the busiest toll roads in the nation, the New Jersey Turnpike and the Garden State Parkway. As a public agency, the Authority is committed to exercising best public agency practices and, as such, is seeking firms to work closely with its internal professional staff and outside consultants to assist the Authority in its real estate acquisitions, sales and exchanges, as more fully set forth in this RFQ. The Services are to be provided at the Standard Rates and Fees set forth in Section IV of this RFQ to the extent enumerated in therein. Each Response, as defined herein, should address the Proposer’s charges for any aspects of the Services that are not covered by the Standard Rates and Fees.

The purpose of this procurement is to procure the services of two (2) or more firms to provide the Services set forth in this RFQ, as more fully set forth in Section III of this RFQ. Each successful Proposer is expected to have a thorough understanding of all requirements pertaining to the Services to be provided, including applicable laws, rules, regulations and codes, and understand the Authority’s bond resolutions and regulations. The selection of the Proposers shall be solely the responsibility of the Authority. The resulting contract shall be for two (2) years with the option at the Authority’s sole discretion to extend for two (2) additional one-year periods.

The Authority wishes to receive submissions from all interested qualified firms outlining their qualifications and expressing their interest in performing the services outlined in this RFQ (“Qualifications” or “Response”). Such Qualifications must be responsive to all information sought in this RFQ. Based upon the Qualifications received, the Authority intends to select two (2) or more firms for the Services described in this RFQ. The successful firms will be selected based on an evaluation of the criteria described in Section IV.

Organization and Function of the New Jersey Turnpike Authority

The New Jersey Turnpike Authority was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act as amended and supplemented (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue bonds or notes, subject to approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Authority to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority.

The Authority Board of Commissioners consists of eight (8) members, five (5) members appointed by the Governor, one (1) appointed by the Governor upon the recommendation of the President of the Senate, one (1) appointed by the Governor upon recommendation of the Speaker

of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chairman of the Board of Commissioners.

This solicitation of Qualifications is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37 (Corzine 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Proposers are also required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

Oral Presentations

Upon review of all Responses, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed project approach and solution will satisfy the requirements of this RFQ. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated Responses. Should an oral presentation be requested, it will be an opportunity for each short-listed Agent to introduce its project staff to the Authority, demonstrate its proposed approach to the Services to be provided, and to present supplementary information regarding its Responses and credentials as related to the specific needs of the Authority. The Proposers may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer's recent experience on similar assignments, approach to the project and the use of innovative and/or cost effective measures should be included in the oral presentation.

After evaluation of the submissions, and any oral presentations, the evaluation committee will recommend to the Executive Director for award the Proposer(s) whose Response(s), conforming to the RFQ, is most advantageous to the Authority. The Executive Director may accept, reject or modify the recommendation of the evaluation committee.

A DRAFT FORM OF THE CONTRACT IS ATTACHED. (See Section VI Exhibit N). ANY PROPOSED MODIFICATIONS TO THE CONTRACT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFQ; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE CONTRACT ATTACHED HEREIN AND WILL BE FORECLOSED FROM NEGOTIATING SAME.

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFQ contains a Scope of Services (Section III) which is intended to outline the Authority's needs.

B. Inquiries

ONLY type-written inquiries concerning the RFQ will be accepted and may be directed to Andrea E. Ward, Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is **4:30 P.M. EST, April 22, 2013**. Inquiries will not be entertained after this date and time.

C. Closing Date

One (1) original and seven (7) copies of the Proposer's Qualifications must be received no later than **4:30 PM EST, May 10, 2013** addressed to Andrea E. Ward, Director, Procurement and Materials Management Department.

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

Qualifications not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written Addendum.

Those mailing Qualifications should allow for their normal mail delivery time to ensure timely receipt of their RFQ Responses. Please be advised that using overnight /next –day delivery service does not guarantee overnight / next-day deliveries to our location.

D. The Qualifications

It is anticipated that the submitted Qualification will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFQ. The terms "Qualification" and "Response" are used frequently and may be used interchangeably.

E. Proposer vs. Consultant

The terms "Proposer" and "Consultant" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Qualification, while "Consultant" is the entity to whom the Agreement is awarded.

F. Signatures

Qualifications must be signed by an officer authorized to make a binding commitment.

G. Incurring Costs

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Qualifications for the Services requested by this RFQ.

H. Addendum to RFQ

If at any time prior to receiving Qualifications it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of this RFQ, an addendum to this RFQ will be provided to each Proposer.

I. Acceptance of Qualifications

This RFQ does not in any manner or form commit the Authority to award any contract. The contents of the Qualification may become a contractual obligation, if, in fact, a Qualification is accepted and a contract is entered into with the Authority. The Authority may award a contract solely on the basis of the Qualification submitted without any additional negotiations. The Authority reserves all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Qualification may result in rescission of any award of contract by the Authority. The Authority intends to award a contract to the Proposer, which in its sole judgment, provides the best service at the best value to the Authority, considering the Proposer's Qualification, evaluation factors in this RFQ, and an oral presentation, if necessary.

J. Rejection of Qualifications

The Authority reserves the right to reject any and all Qualifications. The Authority shall not be obligated at any time to award any Agreement to any Proposer.

K. Final Agreement

Any Agreement entered into with a Consultant shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached agreement, not otherwise set forth in this RFQ, are hereby incorporated. It is understood that any agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

L. Dissemination of Information

Information included in this document or in any way associated with this RFQ is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFQ.

M. Public Records

Any Qualification received from a Proposer under this RFQ constitutes a public document that will be made available to the public upon request. A Proposer may request the Authority's General Counsel to deem certain sections of its Qualification containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the General Counsel.

Moreover, the Authority cannot guarantee that it will not be compelled to disclose all or part of any public record under the New Jersey Open Public Records Act. Information deemed to be confidential by the Proposer may not be considered confidential under New Jersey or Federal law, or pursuant to a court order. The Proposer will be deemed to have submitted all such information with this understanding.

N. News Releases

No news releases pertaining to this RFQ or any Project to which it may relate shall be made without the Authority's approval.

O. Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must state in the Qualification that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form. The appropriate form must be completed and submitted to the Authority by the selected Firm immediately after being notified of award of the Agreement.

P. Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a "small business enterprise" or "SBE") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") in N.J.A.C.12A:10A-1 et seq. or other application regulation, should have the opportunity to participate in Authority Contracts.

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this Agreement, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs.

Evidence of a "good faith effort" includes, but is not limited to:

1. Proposer shall request listings of SBEs, from the Division (609) 292-2146 and/or the Authority, and attempt to contact same;

2. Proposer shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records;
3. Proposer shall actively solicit and shall provide the Authority with proof of solicitations of SBEs, for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media;
4. Proposer shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs;
5. Proposer shall provide all potential subcontractors and sub-consultants with detailed information regarding the Services;
6. Proposer shall provide evidence of efforts made to use the services of available community organization, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Proposer shall submit proof if its subcontractors' and/or sub-consultants SBE registrations on the form attached as Exhibit M, and shall complete such other forms as may be required by the Authority for State reporting as to participation.

Q. Division of Revenue Registration

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Firm is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **No agreement shall be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the successful Proposer is required to receive from any subcontractor and/or sub-consultant it uses for goods and services under this contract, proof of valid business registration with the Division of Revenue. No subcontract shall be entered into by any agreement with the Authority unless the subcontractor and/or sub-consultant first provide proof of valid business registration. Please include a copy of the Proposer's Certificate of Registration with the bid submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609)292-9292.

R. State Contractor Political Contributions Notice: Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117

The intended awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue a contract. (Exhibit D)

S. Affidavit of Moral Integrity

Together with the Qualification, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

- T. Code of Ethical Standards**
Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Applicant agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.
- U. Tolls**
It is the policy of the Authority not to offer toll free passage on its roadways for its vendors; N.J.S.A. 27:23-25 and N.J.A.C. 19:9-1.19.
- V. Qualifications Become Property of The Authority**
All Qualifications shall become the property of the Authority upon receipt and will not be returned.
- W. Right To Audit Clause**
Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority with regard to this agreement. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Consultant's books and records specific to the agreement. Such records shall be retained by Consultant for at least seven (7) years. In no event shall books and records be disposed of or destroyed of prior to seven (7) years or during any dispute or claim between Authority and Consultant or with regard to this agreement.
- X. Shareholders/Partnership Disclosure Statement**
Each Proposer shall return to the Authority with its Qualification a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as Exhibit E. **Failure to include the completed and signed form shall be grounds for rejection of Proposers' Qualification.**
- Y. Vendor Disclosure Form – Executive Order No. 129 (McGreevey 2004)**
Executive Order No. 129 requires disclosure that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Qualification as completed, dated and certified Vendor Disclosure Form set forth as Exhibit F.
- Z. Notice to All Proposers of Set-Off for State Tax**
Each Proposer shall return to the Authority with its Qualification a signed and dated Notice to All Contractors of Set-Off for State Tax set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under contracts with the Authority.

AA. Affidavit of Non-Collusion

Each Proposer shall return to the Authority with its Qualification a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form shall be grounds for rejection of Proposer(s)'s Qualification.

BB. Final Agreement(s)

Any Agreement entered into with a Consultant(s) shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFQ, are hereby incorporated. A form Agreement is attached hereto as Exhibit O.

CC. Disclosure of Investment in Iran

New Jersey Public Law 2012, c.25 requires disclosure by all parties seeking to enter into a contract with the Authority, which is worth \$20,000,000 or more, to disclose whether or not the business is engaged in specific investment activities in Iran. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled "Disclosure of Investment Activities in Iran" as set forth in Exhibit F-2. Failure to include the completed and signed form may be grounds for rejection of Proposer's Proposal.

DD. Qualification Schedule

Closing Date for Submittal of Inquiries	(4:30 PM, EST) April 22, 2013
Closing Date of Receipt of Qualifications	(4:30 PM, EST) May 10, 2013
Oral Presentations (if requested)	Week of May 13, 2013
Anticipated Board Meeting Approving Proposers	May 28, 2013

End of Section II

SECTION III -- SCOPE OF SERVICES

General Scope

The Authority requires world class title insurance and other title services and recognizes that retaining the right consultants is integral to achieving this goal. The selected Proposers will need to provide information, as requested in Section IV, that will demonstrate superior technical expertise and timely and disciplined execution.

The Authority encourages complete and open communications with its Proposers and wishes to develop and maintain a close, working relationship with them. Proposers who choose to submit a Response to this RFQ should be prepared to offer value-added, non-standard, customized solutions to the Authority's needs. The successful Proposer will need to propose a comprehensive but practical approach to assisting the Authority in achieving its goals.

The Authority reserves the right to continue with its present Consultants for the remainder of any current contract term, and such Consultants shall be permitted, if requested by the Authority in writing, in its sole discretion, to continue working on current projects, or any projects arising out of or related to current projects, to completion. Likewise, the Consultants selected as a result of this procurement may be required to continue working beyond the term of the resulting contract, on projects arising out of or related to projects which they may be assigned during the term of the resulting contract, if so requested by the Authority in writing, in its sole discretion.

The following listing of services is provided to enable Proposers to understand the scope of services required by the Authority. The assignment of work to a Consultant shall be at the sole discretion of the Authority. No guarantee is made by the Authority as to the amount of work, if any, to be assigned during the term of any contract which may result from this RFQ.

Detailed Scope

In connection with the Authority's real property transactions or any other project involving real property, the Authority requires the Consultants to:

- (1) perform title searches including, but not limited to, searches of tidelands records, titles, liens, taxes, flood hazard zones, and judgments;
- (2) prepare title reports and/or commitments;
- (3) provide title insurance;
- (4) act as escrow agents, if requested;
- (5) provide title closing services, if requested; and
- (6) provide any other services usually and customarily provided by title insurance companies/agents in New Jersey.

All services shall be provided as needed and requested by the Authority from time to time. The performance of all services under this RFQ shall comport with the following standards and requirements, unless otherwise agreed in writing by the General Counsel or his or her designee:

a. Delivery Requirements:

(1) Full title search/examinations shall be performed and title commitments shall be delivered no later than thirty (30) days from the date of the order.

(2) Record of Current Owner/Deed shall be delivered within seven (7) days from the date of the order.

(3) Any rundown/updates to the title commitment shall be performed within fifteen (15) days from the date of the order.

b. Encumbrances are to be Enumerated:

General title exceptions such as “subject to easements, restrictions, and agreements of record” and “subject to mortgages of record, if any,” are unacceptable. The title report must enumerate all title exceptions and include copies of all encumbrances (e.g., easements, restrictions, and other agreements of record).

c. Survey Endorsement:

The Authority incorporates its surveys into individual property parcel maps or “IPPMs.” For property acquisitions, the IPPM is to be insured as a survey with the appropriate survey endorsement. The policy shall include a survey or IPPM recital in the property description.

d. ALTA 9:

The title insurance policy shall include an ALTA 9 where the title search discloses easements, restrictions, agreements, covenants, etc. of record (unless otherwise specified).

e. Property Description:

The property shall include a metes and bounds description. Reference shall be made to both the tax map block and lot numbers and the Authority parcel number. It is unacceptable for the title insurance policy to describe the property only by reference to the particular deed book and page in which the deed is recorded.

f. Insured Interests:

When the Authority acquires a fee simple real estate interest together with an easement interest, the policy shall insure both interests. The policy shall specifically recite and insure the easement interest acquired; the easement acquired should not be set forth as a Schedule B exception.

g. Acquisition of Portions of Property:

When the Authority acquires a portion of a tax lot, the title search must be conducted on the entire property reflecting all encumbrances. Where the encumbrances can be plotted and the location of such encumbrances within the property boundaries can be determined, then the title insurance commitment shall disclose whether such encumbrances affect the portion of property being acquired. If the encumbrance does not affect the portion of property being acquired, then such encumbrance must be omitted as an exception to title.

- h. Lapsed Encumbrances:
Temporary easements or restrictions whose terms have expired are to be omitted from the title insurance policy.
- i. Farmland Assessed Rollback Taxes:
When the Turnpike Authority acquires farmland assessed lands for conservation purposes, it is not subject to farmland assessed rollback taxes pursuant to N.J.S.A. 54:4-23.8. In those instances, the exception for rollback taxes is to be omitted.
- j. Real Property Tax Exception:
The Authority is exempt from real property taxes and assessments pursuant to N.J.S.A. 27:23-12. Upon the Agent's receipt of the Authority's notification to the municipal tax assessor of acquisition and entitlement to tax exemption, the title exception for real property taxes and assessments shall be limited to the period for which the exemption does not apply. If the property is tax exempt as of the date of acquisition, then the real property and assessment exception shall be omitted.
- k. Title Searches:
Sixty (60) year title searches are to be performed unless otherwise agreed in writing.
- l. Declaration of Taking:
The policy shall not contain an exception for the Authority's own declaration of taking.
- m. Tax and Assessment Searches:
Tax searches must not be older than thirty (30) days and must be current as to the tax quarter in which the title commitment is issued.
- n. Notices of Settlement:
Title companies and agents need not prepare notices of settlement on behalf of the Authority unless expressly requested to do so in writing.
- o. Overnight Delivery Fees:
Overnight delivery fees shall not be charged to the Authority except in situations where the Authority has requested that a report be provided on an expedited basis (i.e. sooner than otherwise required under the RFQ).
- p. Final Policy:

The final policy of title insurance shall be issued to the Authority within thirty (30) days of closing.

End of Section III

SECTION IV – RESPONSE REQUIREMENTS, PREPARATION AND FORMAT

A. General

1. Proposers must be able to demonstrate to the Authority that they are thoroughly qualified and experienced to provide the Services outlined in Section III. Responses must detail the Proposer's experience in performing the tasks listed in the Scope of Services. The experience and expertise of the firm, its principals, and professionals should be noted.
2. All portions of this RFQ and the Response are considered to be part of the Contract and will be incorporated by reference.
3. The Response must comply with all the requirements listed in Section II, this Section IV and Section VI in order to be considered responsive to the RFQ.
4. Proposers must be licensed by the New Jersey Department of Banking and Insurance to write title insurance in New Jersey in accordance with N.J.S.A. 17:22A-26 et seq., N.J.S.A. 17:46B-51, et seq., and N.J.A.C. 11:17-1, et seq. and must keep the license in good standing during the course of their work for the Authority.
5. The Proposer shall designate an individual who shall oversee the performance of the Services to be provided to the Authority under the Contract. This individual shall be known as the "Contract Manager." The Contract Manager shall be the liaison between the Consultant and the Authority and must have a minimum of five (5) years of experience in providing title insurance and related services.
6. The Proposer must have provided title insurance and related services to at least one governmental entity, public agency or authority (preferably a transportation agency) within the last five (5) years.
7. Proposers must submit their latest annual report to shareholders or, if not applicable, their latest annual financial statements or equivalent financial information.
8. Proposers shall disclose any material adverse regulatory or governance violations or alleged violations incurred by the firm and all principals and other licensed employees who will be providing the Services to the Authority, including any fines or penalties proposed or paid, within the last five (5) years.
9. Proposers may also include any other information pertinent to their organizational reputation and their ability to render superior service to the Authority, such as awards for achievements in service quality, corporate citizenship, environmental stewardship, etc.

B. Response Requirements

The Scope of Services (Section III) is intended to outline the Authority's basic needs. The Response should thoroughly define the Proposer's approach to these services.

In your response, Proposers should respond to each specific requirement below by referring to the item by the Sections, Paragraphs and Subparagraph designations used in this RFQ.

1. Experience of Proposers on Similar Projects

- a. Provide a description of the Proposer's history, structure and experience in providing similar Services as listed in Section III (Scope of Services). In addition to experience in title searches, Proposers shall have experience in conducting New Jersey closings and shall specify whether this experience is related to northern or southern New Jersey style closings, and shall have experience acting as escrow agent.
- b. Provide a five (5) year history of providing and managing similar Services to other public and private entities which clearly demonstrates the Proposer's ability to provide such Services to the Authority.
- c. Provide at least three (3) client references, including contact information, where the Services provided were comparable to those requested in Section III of this RFQ. The Authority may contact these references.
- d. For the last three (3) years, provide overall volume of fees from the Services of the type to be provided to the Authority. In particular, indicate the gross volume of New Jersey title insurance placed in 2010, 2011 and 2012 (by year and divided between commercial and residential titles).

2. Experience of Team and Team Members

- a. Proposers shall have on staff professionals with formal training in writing title insurance policies and an understanding of the review and analysis of title searches.
- b. Proposers must identify the individuals within the firm who will be responsible for providing the Services to the Authority outlined in Section III of this RFQ. Provide details of each individual's qualifications and relevant experience in providing similar Services to other public and private entities. State the number of title searchers Proposer has on staff, either full time or part time. (Please note that Proposers will be evaluated based on the experience and qualifications of the entire proposed team. No changes in team composition will be allowed without prior approval of the Authority).
- c. Provide a staffing plan listing those persons who will be assigned to the team servicing the Authority, including the designation of the Contract Manager. Include for each person the relevant resume information including, at a minimum, a description of the person's relevant professional experience, and type of experience and number of years with the firm. Identify for each individual, what role that individual will perform.
- d. Demonstrate that their staff professionals are actively participating in the continuing education programs of nationally-recognized and regional title insurance professional

organizations that promote high standards and provide continuing education, such as the American Land Title Association and the New Jersey Land Title Association

- e. Confirm that Proposers possess and will maintain all applicable licenses in accordance with the requirements of the State of New Jersey.
- f. Provide the location of all offices that will service the Authority and indicate the type and number of staff members based in each office.
- g. Provide account retention experience for clients similar to the Authority and employee retention experience.

3. Approach to Providing the Services

- a. Provide an explanation of the Proposer's and team's understanding of the tasks required for the successful completion for the Services for which the Real Estate Professional is seeking to provide the Authority.
- b. Clearly outline the approach that the Proposer intends to utilize in providing the Services. Indicate and demonstrate in their response the relevant experience, capacity and commitment to maintain staffing levels necessary to perform the applicable Services.
- c. Indicate whether the Proposer routinely subcontracts title search (and to whom), title review and/or title commitment preparation services.
- d. Disclose all title insurance company underwriters for whom Proposers write title insurance. The underwriters must be authorized and licensed to write title insurance in New Jersey.

4. Commitment to Quality Management

- a. Provide a written affirmation of the Proposer's and team's commitment to quality management, including a description of the firm's established quality assurance initiatives that would be implemented to assure the Authority that all of the firm's professionals and support resources operate at optimum levels.
- b. Indicate the firm's willingness to be evaluated by comparing performance against established goals and assignments.
- c. Indicate whether an attorney licensed to practice law in New Jersey and experienced in New Jersey title matters is available on staff.

5. Attainment of Small Business Enterprise (SBE) Participation Goals

- a. To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this Agreement, the Proposer must provide a written statement of the Proposer's intent to commit to make a good faith effort to award at least 25% of its Contract to SBE sub-consultants/subcontractors that are registered with the State of New Jersey, Division of Minority and Women Business

Development (See Section II Q of the RFQ). Indicate past attainment of SBE goals in previous (public or private) contracts.

C. Evaluation Criteria

A Proposer's Qualifications will be scored based on information set forth in the following Evaluation Criteria:

	<u>Weight</u>
1. Experience on Similar Projects	25%
Evaluation will include the Firm's and staff's experience providing services to similar entities or similar projects. This will include requirements listed in A (1), (7), (8), (9) and B 1 above.	
2. Experience of Team	25%
Evaluation will include qualifications and relevant experience of key personnel, the firm's organization and demonstrated ability to deliver the Services required under this RFQ. This will include requirements listed in A (5), (6) and B 2 above.	
3. Approach to Providing Services	20%
Evaluation will consider the Proposer's understanding of the Services to be provided, as well as the clarity, focus and overall presentation of the response. This will include requirements listed in B 3 (a).	
4. Commitment to Quality Management:	25%
Evaluation will include requirements listed in A (2), (3), (4) and B 4 above.	
5. Attainment of SBE Sub-Consultants Participation Goals:	5%
Evaluation will include requirement listed in B 5 (a) above.	

D Standard Rates and Fees

Compensation for all assignments under any contract entered into pursuant to this RFQ shall be in accordance with the following rates and fees:

1. Title Search/Commitment

(a) Properties Without Title Insurance

If the Authority does not indicate at the time of the order that title insurance will be purchased for the relevant property, the Title Search/Commitment shall be compensated at the rate of \$500 per Lot.

This \$500 fee shall (1) include the customary searches of records found in the County Clerks' and Registers' Offices; (2) include title searches/commitments for any adjoining Lots under ownership by the same entity; and (3) encompass all chains of title per Lot. Notwithstanding section D(1)(b) below, this \$500 fee may be charged even if the Authority, subsequent to the initial order for a Title Search/Commitment, determines that title insurance shall be purchased for the property.

(b) Properties With Title Insurance

If the Authority specifically indicates at the time of the order that title insurance will be purchased for the relevant property, the Title Search/Commitment shall be compensated at the Examination Charge rate set forth in the Manual of Rates and Charges issued by the New Jersey Land Title Insurance Rating Bureau, approved by the New Jersey Commissioner of Banking and Insurance for the applicable year in which the order is placed ("Rate Manual").

2. Title Insurance

Title Insurance shall be compensated at the premium rates set forth in the applicable Rate Manual.

3. Pass-Through Charges

Costs for the following searches, as applicable, may be separately charged to the Authority at the actual cost charged to the Consultant by the third party providing the information:

Judgment Search (per named entity)

Municipal tax, charges and assessment search

Upper Court Search

Chancery Abstract

Water Charge Search
(for private water company)

Corporate Status Report

Corporate Franchise Tax Search

Uniform Commercial Code Search

Public Utility or Sewer Authority Report

Tidelands Search

Flood Search

4. Miscellaneous Additional Charges

Rundown/Update of Title Commitment

Within nine (9) months of issuance of original Title Commitment: \$50

Over nine (9) months of issuance of original Title Commitment: \$100

Record of Current Owner/Deed: \$100

5. Extraordinary/Exceptional Circumstances

With the prior approval of the General Counsel or his or her designee, title examinations that require extraordinary time and/or expertise or that involve special or exceptional circumstances may be compensated in an amount in excess of the rates set forth above. Requests for such exceptional compensation must be made in writing prior to the start of work, and include an explanation of the special or exceptional circumstances and an estimate of the cost of search, including the basis therefor. Requests for exceptional compensation are subject to negotiation by the General Counsel or his or her designee. In its sole discretion, the Authority may decline to approve the request for exceptional compensation by a Consultant and reassign the requested work to another Consultant.

The Authority reserves the right to review and adjust submitted invoices as it deems appropriate.

End of Section IV

SECTION V: INSURANCE AND INDEMNIFICATION

A. Insurance

The Consultant shall procure and maintain, at its own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided. The Consultants must be authorized to do business in the State of New Jersey. Before commencing the Services hereunder, the Consultant shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in a form satisfactory to the Authority demonstrating that the Consultant has complied with this Section V. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 90 days prior written notice has been given the Authority. All certificates and notices of cancellation shall be mailed to: General Counsel, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Consultant shall furnish the Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Consultant fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under the Contract. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant.

The types and minimum limits of insurance shall be:

1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$1,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$1,000,000
General Aggregate.....	\$1,000,000
Products Aggregate.....	\$1,000,000
Fire Damage Legal Liability.....	\$500,000
Medical Payments.....	\$5,000

This policy shall name the New Jersey Turnpike Authority, its commissioners, officers, employees and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability Products/Completed Operations, X.C.U., and Independent Contractors Coverages. Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the Contract.

2. Business Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$1,000,000 each occurrence.

This policy shall name the New Jersey Turnpike Authority, its commissioners, officers, employees and agents as additional insureds.

3. Workers Compensation and Employers' Liability Insurance

Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

4. Professional Liability Insurance

The Consultant, upon award, shall provide its own Professional Liability Errors and Omissions Insurance with a minimum limit of liability of \$1,000,000 per claim and in the aggregate exclusive of the amounts required for Comprehensive General Liability Insurance. The Consultant shall maintain its Professional Errors and Omissions Insurance in effect for a period of two years following the termination of the Contract.

5. Umbrella Liability Insurance

Umbrella Liability Insurance is required with limits in excess of those underlying policies stated under parts (A1) and (A2) with minimum limits as follows:

Minimum limit each occurrence and annual aggregate.....\$1,000,000

This policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insureds.

B. Certificate and Endorsement Requirements

Each of the above required policies shall contain the endorsements as stated below:

1. Ninety (90) days prior notice of cancellation or any restriction in coverage by registered mail to the Authority.
2. All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority.
3. With respect to policies (A1) (A2) and (A5) the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance

and not contribute with policies issued to the New Jersey Turnpike Authority.” Insurance Coverage in the minimum amounts provided for herein shall not relieve the Consultant of any liability which might exceed that amount, nor shall it preclude the Authority from taking such other actions as are available to it under any other provisions of this Contract, or otherwise in law.

The Consultant shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

C. Indemnification

Should the Consultant become engaged by the Authority and provide the Services contemplated under this RFQ, the Consultant agrees to defend, indemnify and save harmless the Authority, its Commissioners, officers, agents and employees and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act, omission or willful misconduct of the Consultant or of any of its officers, agents, subcontractors or employees in any manner related to the subject matter of the Contract. The obligations in this Section shall survive the termination, expiration or rescission of the Contract.

End of Section V

SECTION VI: CHECKLIST AND EXHIBIT DOCUMENTS

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

CHECK OFF AS READ, SIGNED & SUBMITTED

√		CHECK LIST	√
√	A.	AFFIRMATIVE ACTION INFORMATION SHEET	
√	B.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
√	C.	AFFIDAVIT OF MORAL INTEGRITY	
	D.	STATE THE AGREEMENT OR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117	FYI
√	E.	STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT	
√	F.	FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
√	F-2	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
√	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
√	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
√	I.	AFFIDAVIT OF NON-COLLUSION	
√	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
√	K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
√	L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
√	M.	INSURANCE (see Section V of RFP for Insurance Requirements for this The Agreement) Submit proof of insurance- either certificate or letter from broker with proposal	
√	N.	DRAFT AGREEMENT	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A - AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal The Agreement Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.
(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____
(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the AUTHORITY's Copy (Pink) returned to the Turnpike Authority Purchasing Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT B - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE THE AGREEMENTS

During the performance of this the Agreement, the Contractor agrees as follows:

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Wage; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other the Agreement or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services the Agreement, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report form AA302

Page 2 - Mandatory EEO Language – Professional Services

The Contractor and its Subcontractor shall furnish such reports or other documents to the Division of The Agreement Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of The Agreement Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this the Agreement do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public The Agreements, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this the Agreement and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT C - AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Bidder), being first duly sworn, deposes and says:

1. That the Bidder wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Bidder's bid/proposal.

2. That as of the date of signing this Affidavit, neither Bidder, nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state):**

3. Bidder further states that neither the Bidder, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Bidder authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Bidder are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Bidder, certifies that I am personally acquainted with the operations of said Bidder, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Bidder as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Signature

Print Name

Title

(Corporate Seal)

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Notary Public

EXHIBIT D - STATE CONTRACTOR POLITICAL CONTRIBUTIONS COMPLIANCE

Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State the Agreements from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any the Agreement entered into by the Authority.

DEFINITIONS

For the purpose of this Exhibit, the following shall be defined as follows:

a) "**Contribution**" – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) "**Business Entity**" – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any the Agreement with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any the Agreement or agreement, the Authority shall notify any Business Entity to which it intends to award a the Agreement of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future the Agreement opportunities.

Upon approval by the State Treasurer, the Authority will issue the Agreement. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such the Agreement.

Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.

EXHIBIT E - STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u> <u>Partnership</u>	<u>Address</u>	Number of Shares of Stock in Corporation or % of <u>Interest in</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT F - VENDOR DISCLOSURE FORM

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with N.J.S.A. 52:34-13.2. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any the Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the contract will be performed;
and
- b. Any subcontracting of services under the contract and the location by country
where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THIS THE AGREEMENT WILL BE PERFORMED:

The Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Contractor: _____ Title: _____

EXHIBIT F-2: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT G - NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY_____

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

**EXHIBIT H - NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file on annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive the Agreements in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of the Agreements in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such the Agreement upon an agreement or understanding for commission, percentage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I - AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed the Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public the Agreement within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a the Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public the Agreement within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

—

TITLE

SIGNATURE

Subscribed and sworn to
before me this day
of , 20____.

EXHIBIT J - NJ DIVISION OF REVENUE BUSINESS REGISTRATION

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

EXHIBIT K - SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

EXHIBIT L - SMALL BUSINESS ENTERPRISE FORM

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE
PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM
SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE
PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Consultant (Print Name)

Consultant's SBE Liaison officer (if applicable)

Telephone Number

**All Consultants must complete and submit this form with their RFP, (If no subcontracting involved
State So.)**

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EXHIBIT N - DRAFT AGREEMENT

AGREEMENT FOR _____

THIS AGREEMENT is dated and effective _____, 2012 by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the "Authority"); and _____, a corporation of the State of _____, having its principal offices at _____ (the "Consultant").

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm with adequate staff and experience to provide _____; in accordance with a Request for Proposal, dated as of _____ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in _____ and has submitted to the Authority a written proposal, dated _____; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on _____, following which the Consultant was further invited to submit a Best and Final Offer; and

WHEREAS, on _____, the Consultant submitted in writing a Best and Final Offer which clarified and expanded upon the statements contained in the aforesaid _____ proposal (collectively, with the _____ proposal, the "Proposal", attached hereto as Exhibit B); and

WHEREAS, the Proposal was evaluated in accordance with the criteria stated in the RFP and, after comparison with submitted proposals from other companies, was deemed to be the most advantageous to the Authority; and

WHEREAS, on _____ the Authority adopted Agenda Item _____ awarding a professional services contract to the Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

(a) "Authority" shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

(b) "Consultant" shall mean _____, with its principal offices located at _____.

(c) "Services" shall refer to _____ in accordance with the Proposal and the RFP. The Proposal and the RFP are incorporated by reference into this Agreement and attached thereto as Exhibits A and B, respectively.

(d) "Completion Consultant" shall mean the consultant that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Consultant pursuant to Section 7 hereof.

(e) "_____" shall refer to the Authority's _____ or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

(f) All other defined terms as used in this Agreement shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under this Agreement shall be a Fixed Annual Fee, of \$_____ for _____ in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 11 of this Agreement. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than seven (7) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all fees and expenses; and further acknowledges and agrees that the total compensation in the amount of \$_____ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold only the amount of payments

pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

3. STANDARD OF CARE. The _____ may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Consultant shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the _____ shall have the right throughout the course of the entire Agreement to review the Consultant's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of this Agreement and this standard of care. All costs incurred by the Consultant in performing any corrective Services shall be borne by the Consultant.

4. SERVICES. The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of this Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 27.

5. TERM. This Agreement shall be in effect for a period of ____ (__) year(s) from the effective date of this Agreement. This Agreement also provides the Authority with the option for ____ (__) additional ____ year extension(s) with the concurrence of the Consultant, if deemed necessary for additional services necessary or incidental to the subject matter of this Agreement. During the term of the Agreement the Authority will have the right to procure additional materials or services at the pricing outlined within the Proposal.

6. PERSONNEL. The Consultant agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Project, and that the assignment of such individuals is a material term of this Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that is equal to, or greater than, the subject of the replacement.

7. TERMINATION. This Agreement may be terminated or suspended by the

parties pursuant to the following terms and conditions:

A. The Authority may terminate the Agreement as follows:

- (i) Upon thirty (30) days' prior written notice by the Authority upon failure by the Consultant to remedy a material breach of any provision of this Agreement;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) If the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not denied by the Consultant; or, if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement;

B. The Consultant may terminate the Agreement as follows:

- (i) Upon thirty (30) days' prior written notice by the Consultant upon failure by the Authority to remedy a material breach of any provision of this Agreement;

8. RIGHTS UPON TERMINATION. In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in this Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

9. OBLIGATION FOR TRANSITION. At such time as this Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of this Agreement, to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and timely transfer all relevant files (including electronic files) to the appropriate recipient; confer with the Authority, and with any other party at the Authority's instruction.

10. FORCE MAJEURE. Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate this Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

11. RIGHT TO AUDIT. Consultant shall:

(a) Permit during ordinary business hours for the term of this Agreement and for a period of seven (7) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant records and books are maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

12. INSURANCE. The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

13. INDEMNIFICATION. The Consultant agrees to defend; indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any negligent act or negligent omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

14. EEO/AFFIRMATIVE ACTION. The Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not

discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form.

15. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of N.J.S.A. 52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. In addition, the Consultant is required to receive from any subconsultant it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue. No subconsultant agreement shall be entered into on account of any agreement with Authority unless the subconsultant first provides proof of valid business registration.

16. CONFIDENTIALITY.

(a) Each party agrees that all information and materials shared under the terms of this Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of this Agreement to conduct such other activities as are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of this Agreement complies with the terms of this Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of this Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

(c) In the event information or materials disclosed under this Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, N.J.S.A. 10:4-6 et seq., or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a

third party to obtain from the Authority any information which the Consultant considers to be confidential

17. NEWS RELEASES. No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

18. NOTICES. Any notices to the Parties pursuant to the terms of this Agreement shall be in writing and addressed to:

As to _____: _____

As to New Jersey Turnpike Authority: _____
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a Copy to: General Counsel
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.

20. APPLICABLE LAWS. The Consultant shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

21. GOVERNING LAW. The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

22. INDEPENDENT CONSULTANT. Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that either party has the authority to bind the other. The Consultant shall perform the Services as an independent consultant.

23. ASSIGNMENT. This Agreement, or any part thereof, shall not be subcontracted or assigned by the Consultant, without the specific prior written permission of the Authority, which permission shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without such prior permission shall be null and void.

24. FOREIGN CORPORATION. The Consultant agrees that, if applicable, it shall register as a “Foreign Corporation” with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority’s execution of this Agreement.

25. INTEGRATION. This Agreement, together with Exhibits A, and B, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) Proposal (Exhibit B)
- (c) RFP (Exhibit A);

26. PARTIES BOUND. This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

28. CODE OF ETHICS. The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into this Agreement, the Consultant agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

29. PROFESSIONAL SERVICES AGREEMENT. This Agreement between the parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

30. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

[Execution Page Follows]

EXECUTION PAGE

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Ann Czajkowski
Assistant Secretary to the Authority

By: _____
Veronique Hakim
Executive Director

[Corporate Seal]

Approved by the Law Department

_____.

ATTEST:

NAME OF CONSULTANT

[Name]
[Title]
[Corporate Seal]

By: _____
[Name]
[Title]

EXHIBIT A - [RFP AND ADDENDA]

EXHIBIT B - [PROPOSAL]